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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
AT PORTLAND

BOARD OF TRUSTEES OF THE UFCW  
LOCAL 555-EMPLOYERS HEALTH TRUST  
and BOARD OF TRUSTEES OF THE OREGON  
RETAIL EMPLOYEES PENSION TRUST,

Plaintiffs,

v.

OAKLAND LOCKERS,

Defendant.

Case No.

COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING  
AGREEMENT

For its complaint, Plaintiff alleges as follows:

I. PARTIES AND JURISDICTION

1. Plaintiffs are Boards of Trustees of joint labor-management trust funds created pursuant to Section 302(c) of the Labor Management Relations Act (hereafter referred to as the Act), 29 U.S.C. § 186(c), and governed by the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* as amended (hereafter ERISA). The Boards of Trustees are the named fiduciaries and plan sponsors for the named joint labor-management Trust Funds.

COMPLAINT – 1

2. Defendant Oakland Lockers, is an Oregon domestic company engaged in business in the State of Oregon having its principal place of business at 133 SE 4<sup>th</sup> Street, Oakland, Oregon 97462.

3. Defendant Oakland Lockers is engaged in business within the jurisdiction of this court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. Jurisdiction is conferred on this court by Section 301 of the LMRA, 29 U.S.C. § 186, and Sections 502 and 515 of ERISA, 29 U.S.C. §§ 1132 and 1145.

5. Venue lies in the United States District Court for the District of Oregon under ERISA § 502, 29 U.S.C. § 1132.

6. The members/owner of Oakland Lockers is Joshua A. Witten.

## II. CLAIM FOR RELIEF

7. At all times material, Oakland Lockers was obligated to make employee benefit contributions to the plaintiff trust funds pursuant to the terms and conditions set forth in a collective bargaining agreement between Oakland Lockers and the United Food & Commercial Workers Local 555 (a labor organization whose members are employed in the industry affecting interstate commerce) for the audit period July 1, 2013 through December 31, 2017.

8. Pursuant to the collective bargaining agreement, Oakland Lockers agreed to accept the terms of the governing Trust Agreements for the plaintiff trust funds.

9. Oakland Lockers employed employees for whom employee benefit contributions are due under this obligation but has failed and refused to make the required monthly contributions for such employees to the Trust Funds.

10. Oakland Lockers owes \$107,347.27 in contributions to the UFCW Local 555-Employers Health Trust for the audit period of July 2013 through December 2017.

11. Oakland Lockers owes \$48,435.43 in contributions to the Oregon Retail Employers Pension Trust for the audit period of July 2013 through December 2017.

12. Under the terms of the Trust Agreements creating the Trust Funds, and under and ERISA §502(g)(2), the Defendant is obligated to pay liquidated damages, interest, reasonable attorney's fees and costs and expenses of suit as a result of its failure to pay the required employee benefit contributions in a timely manner.

13. Oakland Lockers also owes the UFCW Local 555-Employers Health Trust \$21,469.45 in liquidated damages, \$30,011.26 in interest (calculated through May 20, 2018) and \$3,260.16 in audit fees for the audit period of July 2013 through December 2017.

14. Oakland Lockers also owes the Oregon Retail Employees Pension Trust \$9,713.91 in liquidated damages, \$13,322.46 in interest (calculated through May 20, 2018) and \$1,469.98 in audit fees for the audit period of July 2013 through December 2017.

15. Oakland Lockers owes an unknown amount of attorney fees, the amount to be proven on motion or at trial.

WHEREFORE, the Trust Funds pray for a money judgment as follows:

- A. For judgment against Oakland Lockers for a total of \$236,627.27, comprised of \$155,782.70 in contributions, \$31,183.36 in liquidated damages, \$44,925.07 in interest (calculated through June 26, 2018), and \$4,730.14 in audit fees payable to the plaintiff Trust Funds to the date of the judgment herein;
- B. For reasonable attorneys' fees costs and expenses of suit; and
- C. For such other and further relief as this court deems just and equitable.

DATED this 3<sup>rd</sup> day of July, 2018.

s/ Noelle E. Dwarzski

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